

RECORDING REQUESTED BY AND MAIL TO
NAME
STREET
CITY
CITY OF LOS ANGELES

2398

WHEN RECORDED, MAIL DOCUMENTS TO:
LYALL A. PARDEE, CITY ENGINEER
INDEX TO RECORDS SECTION, ROOM 852
206 NO. SPRING STREET, CITY HALL
LOS ANGELES, CALIFORNIA 90012

DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING

WAIVER OF DAMAGES, INDEMNIFICATION AGREEMENT AND RIGHT OF INGRESS AND
EGRESS — COVENANT TO RUN WITH THE LAND.

FEC
\$2.80
2 F

WHEREAS, the SHELL CHEMICAL COMPANY, a division of SHELL OIL COMPANY

(A corporation—~~As per~~), is the owner of real property, located at 20021 South Vermont Avenue
in the City of Los Angeles, County of Los Angeles, State of California, described as

a fraction of lots 43 and 55, Tract 4671
in the official records of the County of Los Angeles in Book 56, Page 30 & 31

which land is bounded by or subject to an easement or right of way owned by the City of Los Angeles;
and whereas, said owner has applied to the City of Los Angeles, hereinafter referred to as the City, for
permission to install, construct, maintain, a pipeline and ~~and to use the same for improvements~~
on Shell Chemical Company bridge across Vermont Avenue 400 feet south
of Knox Avenue.

in the right of way or easement at the above described property.

NOW THEREFORE, in consideration of the City granting revocable permission to the applicant to
install, construct, maintain and/or use the said improvement in the right of way or easement, the
undersigned owner, for (himself—its) and for (his—its) heirs, successors in interest and assignees,
does hereby agree as follows:

- 1) To indemnify and hold harmless the City, its officers, agents, and employees, from and against all cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the public or other person and from and against all damage, loss, or expense of whatsoever kind and nature sustained or incurred by the City by reason of this grant of revocable permission in, on, through and/or over said easement or right of way of the City. Permittee hereby further agrees to assume, at its own expense, the defense of any of the aforesaid losses, damages or claims or of any action or actions based thereon.
- 2) To waive any right to make or prosecute any claims or demands against the City, or any of its Boards, Departments, Officers, Employees, or Agents for any damage that may occur to said improvement, or any adjacent properties, or relate to permissive use granted, by virtue of the use, construction, maintenance or other act within said easement or right of way by or under authority of said City, or for any damage due to substances or activities emanating from within or without such City facilities.
- 3) To remove all said improvements, and restore the affected Right of Way or Easement, without expense to the City at the request of the Board of Public Works of said City, or its Officers, Employees, or Agents by virtue of revocation of the permit.
- 4) To maintain the improvement at all times to the satisfaction of the City or to reimburse the City for expenditures for maintaining the improvements should the undersigned fail to do so.
- 5) To grant to the City, its Agents, Representatives, Officers and Employees the right of ingress and egress over the above described improvement to any or all portions of said street, easement or right of way including the portions covered by buildings, furnishings, or equipment, for the purpose of construction, maintenance, repair, reconstruction or removal, or other lawful acts in or to said easement or right of way.
- 6) This permission is not in lieu of and in no way relieves the property owners, their heirs, successors, in interest or assigns from contributing to or assessments for city improvements at, in, on or about said Right of Way or easement.
- 7) This agreement shall remain in full force and effect until released by the Board of Public Works Commissioners of the City of Los Angeles.

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This waiver shall be and constitute a covenant running with the land and be binding upon the heirs, executors, administrators, successors in interest, assignees as their interest may appear, and may be recorded by either said owners or the City of Los Angeles.

IN WITNESS WHEREOF, the owner has caused these presents to be executed this _____

3rd _____ day of _____ September _____, 19 70

SHELL CHEMICAL Co.

By _____

By _____ J. C. Spalding
Assistant Secretary

TEXAS

STATE OF ~~CALIFORNIA~~ } ss.
COUNTY OF ~~SAN FRANCISCO~~ }
HARRIS

(Seal)

On this _____ Third _____ day of _____ September _____, 19 70,
before me _____ M. Paul Hargrave _____ a Notary Public in and for the said County and State,
personally appeared _____ R. J. Bauer, Vice President, Purchasing and General Services & J.C.
known to me to be the _____ and, _____ Assistant Secretary _____ Spalding
respectively, of the _____ Shell Oil _____ Corporation
that executed the within instrument, known to me to be the persons who executed the within Instru-
ment, on behalf of the Corporation herein named, and acknowledged to me that such Corporation exe-
cuted the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL
THE DAY AND YEAR HEREINABOVE FIRST WRITTEN.

(Seal)

M. Paul Hargrave
Notary Public in and for said County and State
M. PAUL HARGRAVE

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1971

My license expires on _____ June 1, _____, 19 71

Accepted by the City Engineer of the City of

Los Angeles on _____, 19 _____

BY _____

(Division and District Office) _____

Plan No. _____
Y-Map No. _____
Drainage Map No. _____
District Map No. _____
Plans Submitted YES _____ NO _____
Waiver Number W- _____

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
30 Min. Post 11 AM OCT 6 1970
RAY E. LEE, Registrar-Recorder

OCT 6 1970

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